

SERIAL 99007 -ROQ

SEXUAL ASSAULT NURSE EXAMINER

Amendment #2 corrects statement errors in amendment #1, section 3.1

The changes shall be shown in bold.

Amendment #1 is made to contract 99007-ROQ at the request of the contractor and the using agency. Section 3.1 is amended to reflect changes in contractor compensation and services provided for that compensation.

The changes shall be shown in "bold"

This contract amendment shall be effective November 1, 2002.

SERIAL 99007-ROQ

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OCTOBER 31, 2004

~~OCTOBER 31, 2002~~

~~OCTOBER 31, 2001~~

CONTRACT PERIOD THROUGH OCTOBER 31, 2000

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SEXUAL ASSAULT NURSE EXAMINER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **OCTOBER 4, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Dwight Ochocki, County Attorney

SPECIFICATIONS ON CALL FOR BIDS FOR: SEXUAL ASSAULT NURSE EXAMINER

1.0 INTENT:

Proposals are sought from qualified Sexual Assault Nurse Examiner Units to provide assessment, courtroom testimony, evidence collection and other areas discussed in the following document as referred by the Maricopa County Attorney's Office (MCAO) for the victims of sexual assault. A multiple award contract will be considered.

2.0 SCOPE OF WORK:

2.1. LICENSE REQUIREMENTS:

A graduate of a National League of Nursing Accredited School of Nursing and an active, current, full and unrestricted Registered Nurse license in the State of Arizona.

2.2. TRAINING AND EDUCATION:

2.2.1. Resumes and documentation provided must include the following for each individual on the team:

- 2.2.1.1. Minimum experience of 2 years successful RN practice
- 2.2.1.2. Applies nursing theory as a basis for decisions regarding forensic nursing practice.
- 2.2.1.3. Maintains current CPR status
- 2.2.1.4. Documentation of successful completion of at least 40 hours certificate training in the forensic nursing evaluation of victims of sexual assault/abuse.
- 2.2.1.5. Minimum of 40 hours of continuing education credits in forensic nursing science per year.
- 2.2.1.6. Maintains membership/active participation in a professional forensic science organization (i.e. International Association of Forensic Nurses; American College of Forensic Examiners; American Academy of Forensic Sciences).
- 2.2.1.7. The contractor, at the contractor's expense shall maintain all required education, certifications and license requirements.

2.3. ROLES & RESPONSIBILITIES:

2.3.1. When assigned the Sexual Assault Nurse Examiner is accessible and is considered on call and is to respond in a timely manner 24 hours each day as directed by the Law Enforcement Agency. The response time required to the sites is one hour.

2.3.2. The sites available are as follows:

- 2.3.2.1. Mesa Center Against Family Violence
225 E. 1st Street, Suite 102
Mesa, Arizona 85201
- 2.3.2.2. Northwest Valley Advocacy Center
7020 N. 56th Avenue
Glendale, AZ 85301
- 2.3.2.3. Phoenix Family Violence Center (Location to be determined around 7-1-99).
- 2.3.2.4. Center Against Sexual Assault
2333 N. Central , Suite 100
Phoenix, AZ 85004
(Temporary location until Phoenix Family Violence Center is open).

2.3.3. The Sexual Assault Nurse Examiner is a member of an interdisciplinary team consisting of Nursing, Law Enforcement, Legal and Advocacy representation.

2.3.4. Duties are as follows:

- 2.3.4.1. Assess, Plan, Intervene and Evaluate patient/victim care as stated in the literature provided with the ROQ of the policies and procedures, standards of care, and clinical competencies of the Sexual Assault Response Team.
- 2.3.4.2. Conduct evidentiary examination of victim/suspect including the forensic interview, physical and genital examination using photo documentation including but not limited to collection of evidence as specified by the approved sexual assault kit, evaluates and reports findings to law enforcement and maintains the chain of custody.
- 2.3.4.3. Provides expert witness testimony in court. Attend and participate in defense interviews and pre-trial preparation. Consultation with Law Enforcement and prosecution. Must be available for case staffings as necessary.
- 2.3.4.4. Maintains victim/suspect documentation and confidentiality of medical/legal records.
- 2.3.4.5. Consult with other specialists as required and adjusts nursing care process as indicated to ensure optimal care.

2.4. OTHER REQUIREMENTS:

- 2.4.1. Medical Equipment provided by the centers listed in section 2.3.2. The sexual assault response kits will be provided by the Department of Public Safety. All additional examination supplies will be provided by the SANE.
- 2.4.2. Required having CLIA license and all other licenses necessary per state, federal and local guidelines current and up to date.
- 2.4.3. The centers listed in section 2.3.2 are not available to perform labwork. The contractor must provide with the response the name and address of the lab.
- 2.4.4. Must provide own medical assistants.
- 2.4.5. Must have \$1 million of medical malpractice insurance. Copies of this must be received two weeks after contract award to Materials Management at 320 W. Lincoln Phoenix, AZ 85003.
- 2.4.6. Provide list of collaborating physicians with response including names, addresses and phone numbers.

2.5. REPORTS:

- 2.5.1. An evaluation form must be established and given to the victim to fill out evaluating the nurses' customer service skills, timely response, etc.
- 2.5.2. A quality assurance evaluation must be created and given to the law enforcement agency to evaluate the response time, communication skills, services completed, ability to effectively interact with the multidisciplinary team concept, etc.
- 2.5.3. A 6-month summary report must be provided to the MCAO department to verify the progress of the team.
- 2.5.4. Examples of these reports must be included in the response to this ROQ.

3.0 COMPENSATION:

- 3.1. The rate per case is **\$500.00 and includes pregnancy testing.** ~~500.00 with no additional fee for laboratory testing, to include pregnancy tests and STD tests. \$350. The laboratory tests can be billed at a maximum of \$100 per each case, as required.~~ **Additional laboratory testing, as required by the Law Enforcement Department, may be billed at a maximum of \$100.00 per case.** The laboratory tests included but not limited to are pregnancy tests and STD tests. The amount of tests provided is dependent upon the history and/or the request of the Law Enforcement Department.
- 3.2. Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes and other mandatory governmental deductions or obligations, and hold County harmless for any and all liability which Department may incur because of Contractor's failure to pay such taxes or obligations.
- 3.3. Method of Payment:
 - 3.3.1. Contractor will submit a statement or invoice for services performed by the 15th of each month.
 - 3.3.2. Subject to the availability of funds, County will, within thirty working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment. Should County make a disallowance in the claim, in whole or in part, the contractor may dispute the disallowance. Such a dispute shall be processed in accordance with paragraph mentioned above.

- 3.3.3. The Contractor understands and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the Expiration Date submitted 60 days after the Expiration Date without the approval of the Director.

4.0 TERMS AND CONDITIONS:

4.1. GENERAL REQUIREMENTS:

- 4.1.1. The terms of the contract shall be construed in accordance with Arizona Law; any action thereon shall be brought in the appropriate court in the State of Arizona.
- 4.1.2. The Contractor is not to be considered an officer, employee, or agent of Maricopa County.

4.2. ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.3. CONTRACT LENGTH:

This review of qualifications is for awarding a contract to cover a two (2) year period.

4.4. OPTION TO EXTEND CONTRACT:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.5. AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.6. ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.7. AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.8. AVAILABILITY OF FUNDS:

The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Department for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and Department shall keep the Contractor fully informed as to the availability of funds.

4.9. CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.10. CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Maricopa County Attorney's Office shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.11. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.12. DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.13. LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all the State and Federal laws, rules and regulations that pertain hereto.

4.14. RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.15. RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16. SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.17. STRICT COMPLIANCE:

Acceptance by the Department of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

4.18. TERMINATION:

Either party may terminate this Contract at any time, upon 30 days notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.

4.19. UNIVERSALITY:

This Contract is awarded on behalf of the County. Any Division or Department of County may utilize the service provided herein.

4.20. PRIVATE PRACTICE:

The Contractor may engage in service separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor of his obligations as set forth herein. The Contractor shall secure and maintain in force, liability insurance and malpractice indemnification with minimum coverage of \$500,000 per occurrence and no less than \$1,000,000 annual aggregate coverage and shall furnish certificates of such coverage to the Director. The Contractor shall provide the Director 30 days prior written notice of cancellation, non renewal, or substantial change of his insurance coverage.

The Contractor agrees that in the event he, or any of his employees are named as a defendant in litigation wherein professional misconduct is alleged, that he will advise the Director in writing as to whether or not at the times alleged in the complaint, he or his employees were engaged in the performance of this contract. In the event the alleged conduct did not occur in connection with the performance of this contract, the contractor will indemnify and hold harmless County for any and all liability resulting from the alleged conduct.

SCOTTSDALE HEALTHCARE HOSPITAL-OSBORN, 7400 E. OSBORN ROAD, SCOTTSDALE AZ, 85251-6403

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NIGP COMMODITY CODE 94864

TERMS:	Net 30
FEDERAL TAX ID NUMBER:	86-0181654
VENDOR NUMBER:	860181654 C
CONTACT PERSON:	Kimberly Yedowitz
TELEPHONE NUMBER:	(480) 481-4000 602/ 675-4000
CONTRACT PERIOD:	To cover the period ending OCTOBER 31, 2000 OCTOBER 31, 2001 OCTOBER 31, 2002 2004.